CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK, COUNCIL/PUBLIC SERVICES DIVISION
    ROOM 395, CITY HALL

DATE: 2/3/2023

(PLEASE DO NOT STAPLE THE CONTRACT FOR THE CLERK’S FILE)

FROM (DEPARTMENT): Community Investment for Families Department

CONTACT PERSON: Cristina Cortes

PHONE: (213)574-6465

CONTRACT NO.: C-142459

COUNCIL FILE NO.: 22-1097

ADOPTED BY COUNCIL: 10/21/2022

NEW CONTRACT AMENDMENT NO. X

APPROVED BY BPW: _________________

ADDENDUM NO. ___

SUPPLEMENTAL NO. ___

CHANGE ORDER NO. ___

CONTRACTOR NAME: Center for the Pacific-Asian Family, Incorporated

TERM OF CONTRACT: 1/1/2023 THROUGH: 12/31/2023

TOTAL AMOUNT: $199,999

PURPOSE OF CONTRACT:

The Survivors First Homelessness Prevention Program shall serve numerous families over a 12-month period. Contractor shall provide financial assistance associated with finding and keeping permanent housing. This can include payment of rental arrears, deposit, rent, and also ancillary costs necessary to obtain or keep housing for families.

NOTE: CONTRACTS ARE PUBLIC RECORDS - SCANNED AND UPLOADED TO THE INTERNET

Revised 07/19/11
Agreement No. ____________________________

Project Title: Survivors First Family Homelessness Challenge

Contractor: Center for the Pacific-Asian Family, Incorporated

Type of Organization: Nonprofit Organization
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EXHIBITS

EXHIBIT A. STANDARD CITY PROVISIONS FOR CITY CONTRACTS
EXHIBIT B. INSURANCE REQUIREMENTS
EXHIBIT C. NOTICE OF PROHIBITION AGAINST RETALIATION
EXHIBIT D. SCOPE OF WORK AND CONTRACTOR RESPONSIBILITY
THIS AGREEMENT is entered into between the City of Los Angeles ("City"), a municipal corporation, and Center for the Pacific-Asian Family, Incorporated ("Contractor"), a California non-profit corporation, for the provision of services related to the Survivors First - Family Homelessness Challenge.

REQUITALS

WHEREAS, the City entered into a grant agreement (Agreement No. 22-FHC-10006) with the State of California, Business, Consumer Services and Housing Agency, hereinafter called the Grantor, pursuant to Round 1 of the Family Homelessness Challenge Grant ("FHC-1"), pursuant to Chapter 8 of Part 1 of Division 31 of the Health and Safety Code ("HSC") (sections 50255 et seq.), for the purpose of providing one-time grants and technical assistance to local jurisdictions and continuums of care to address and end family homelessness; and

WHEREAS, the Community Investment for Families Department ("CIFD"), is charged with the developing, promoting, implementing, and managing programs, services, and activities with a focus on poverty reduction and low income families within the City of Los Angeles; and

WHEREAS, CIFD cooperates with private organizations, other agencies of the City and agencies of other governmental jurisdictions in carrying out certain functions and programs which are its responsibility; and

WHEREAS, the Survivors First- Family Homelessness Challenge program that is the subject of this agreement ("Agreement"), has been established by the City as one of the above described programs, and has been funded in the CIFD budget pursuant to the Family Homelessness Challenge Grant (FHC); and

WHEREAS, the services to be provided herein are of a professional, expert, temporary and occasional nature; and

WHEREAS, pursuant to Los Angeles City Charter §1022, the City Council or designee has determined that the work can be performed more economically or feasibly by independent contractors than by City employees; and

WHEREAS, the City and the Contractor are desirous of executing this Agreement as authorized by the City Council and the Mayor (refer to Council File Number 22-1097 dated Council Approval 10/21/2022, and Mayor Approval 11/1/2022), that authorize the General Manager of CIFD to prepare and execute the Agreement.

NOW, THEREFORE, the City and Contractor agree as follows:
1. INTRODUCTION

§101 TERMS OF AGREEMENT

This Agreement including all exhibits and attachments, including, but not limited to, the Standard Provisions for City Contracts, which is attached hereto as Exhibit “A” and incorporated herein by reference, shall constitute the terms of this Agreement.

§102 NOTICES

The parties to whom formal notices, demands and communications shall be forwarded are as follows:

A. The City, represented by:

   Abigail R. Marquez, General Manager
   Community Investment for Families Department
   1200 West 7th Street, Suite 410
   Los Angeles, CA 90017

   With copies to:

   Veronica McDonnell, Assistant General Manager
   Community Investment for Families Department
   1200 West 7th Street, Suite 410
   Los Angeles, CA 90017

B. The Contractor, represented by:

   Debra Suh, Executive Director
   Center for the Pacific-Asian Family, Incorporated
   3424 Wilshire Blvd., Suite 1000
   Los Angeles, CA 90010
   debra.suh@cpaf.info

§103 SERVICE OF NOTICES

A. The City’s representative as stated above is the party authorized to provide written approvals by the City to the Contractor in reference to matters addressed in this Agreement.

B. Formal notices, demands, and communications required by this Agreement to be given by either party shall be made in writing and may be delivered personally or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of the date of mailing.

C. If the name and/or address of the person designated to receive the notices, demands or communications changes, the affected party shall notify the other party in writing of the change in accordance with this section within five (5) days of the change.

§104 CONDITIONS PRECEDENT TO THE EXECUTION

A. Prior to the execution of this Agreement, the Contractor shall submit to the City for approval in writing the following requirements:

   1. Proof of insurance as required by the City in accordance with and attached hereto as Exhibit B and made a part hereof.
2. A Certification of Compliance with the Living Wage Ordinance Service Contractor Worker Retention and Living Wage Policy in accordance with PSC-28 of Exhibit A.

3. A Certification of Compliance With Slavery Disclosure Ordinance in accordance with PSC-33, First Source Hiring Ordinance in accordance with PSC-34, Local Business Preference Ordinance in accordance with PSC-35, and Disclosure of Border Wall Contracting Ordinance in accordance with §529 of this Agreement.

4. A Code of Conduct which meets the requirements of §502 herein.

B. Any Agreement that the City enters into after July 1, 2012, is void if the grant is between a contractor, whose name appears on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code. (Public Contract Code section 10295.4). In accordance with Public Contract Code section 10295.4, the City is required to cancel Agreements with entities that appear on either list. https://www.ftb.ca.gov/about-ftb/newsroom/tax-news/may-2021/top-500-delinquent-taxpayer-list.html

§105 CONTRACTOR’S ADMINISTRATIVE AND PERSONNEL DOCUMENTS

Contractor warrants that it has adopted, shall retain, and make available upon request from the City, the following documents and their amendments, if any:

A. Contractor’s Financial and Accounting Procedures, which incorporate Generally Accepted Accounting Principles (GAAP) including, but not limited to, the preparation and submission of invoices, reconciliation of cash on-hand and earnings with City records, reporting and tracking of customer activity and earnings, repayment of unearned funds, preparation for the resolution of audits and inspections, inventory control, reporting and tracking of program income.

B. Contractor’s Personnel Policy, which incorporates due process protection and standard personnel procedures, and which the Contractor agrees to abide by in the performance of this Agreement.

C. Agreements with Other Funding Sources: A copy of any agreements between Contractor and other public or private organizations that directly impact the activities funded under this Agreement shall be kept on file at Contractor’s offices and be provided to the City upon Agreement execution. Contractor shall also notify the City of any default, termination, or finding of disallowed costs under these agreements. Contractor warrants that no other funding source shall be billed for services that are provided and paid for by the City under this Agreement.

D. Board of Director’s meeting minutes.

§106 CONTRACTOR’S DUTY TO NOTIFY CITY OF CHANGES

A. Contractor agrees to provide the City sixty (60) days advance written notice of any facts that may materially affect the performance of this Agreement or impact the City’s decision to continue this Agreement with the Contractor. Among the items to be disclosed are an amendment to its Articles of Incorporation or Bylaws, move to dissolve or transfer any assets derived from funds provided under §301 herein, negotiations leading to the sale, merger or acquisition of Contractor; debarment or contract termination by any other public entity and/or any final audit findings regarding Contractor’s administration of any contract with public funds.

B. Contractor shall notify the City within five (5) days of changes affecting this Agreement including actions that would change Contractor’s legal status, any action that may materially change the performance of the Scope of Work (i.e., bankruptcy) and/or a change in Contractor’s corporate name.
2. TERM, SCOPE OF WORK, AND BUDGET

§201 TIME OF PERFORMANCE

A. The term of this Agreement shall be from January 1, 2023 to December 31, 2023 and any additional time as may be necessary to close out activities, provided that said term is subject to the provisions of this Agreement ("Term"). Performance shall not commence until the City has approved all of the required documents described hereinabove, and is in receipt of those and/or other documents as described herein.

B. The City may, at its discretion, agree to extend the Term and/or provide additional funds to Contractor. Funding for contract extensions shall be based on the availability to the City of state and/or federal funds and upon the Contractor's successful performance of all terms of this Agreement.

§202 SCOPE OF WORK AND CONTRACTOR RESPONSIBILITY

The Survivors First- Family Homelessness Challenge program is part of a comprehensive, multifaceted approach to combating domestic violence with the goal of providing victims an individualized case management service plan that shall ensure immediate safety and, over the longer term, shall motivate and equip them with appropriate skills and self-knowledge to support themselves and their families independent of the batterer.

Eligible Uses and Activities must be consistent with HSC Sections 50255-50259, other applicable laws, the terms and conditions of this Agreement and Agreement No. 22-FHC-10006, Grantor guidance or directives, the request or applications under which the City applied for the FHC-1, representations contained in the City's application for the FHC-1, the purpose of the FHC program as detailed in the Grantor guidance, directives, FHC program rules, and other applicable documentation, and shall include, but are not limited to, the following:

A. Prevention and shelter diversion to permanent housing, including flexible forms of financial assistance, problem solving assistance, and other services to prevent people from losing their housing and/or from needing to enter emergency shelter/interim housing or becoming unsheltered.

B. Interim sheltering, limited to newly developed clinically enhanced congregate shelters, new or existing non-congregate shelters, and operations of existing navigation centers and shelters based on demonstrated need that are well suited for eligible families.

C. Services coordination which may include access to workforce, education, and training programs, or other services needed to improve and promote housing stability for eligible families, as well as direct case management services being provided to families.

D. Rapid rehousing, including housing identification, rental subsidies, and incentives to landlords, such as security deposits and holding fees for eligible families, housing search assistance, rapid re-housing case management and services.

The detailed Scope of Work is attached hereto as Exhibit “D” and incorporated herein by reference. Contractor shall complete the Scope of Work during the Term, except as otherwise provided herein.

§203 BUDGET

Contractor shall submit to the City for approval prior to the disbursement of any funds hereunder a proposed Budget. The Budget shall be prepared in accordance with the budget guidelines to be provided by the City. The Budget is a detailed listing of items for expenditure and scope of service(s) under the terms herein. The Budget shall be submitted with all backup documentation as required and/or a cost allocation plan, if necessary and appropriate. All requests to modify the Budget must be made in writing and must be approved in writing by the City. The Budget shall also describe all subcontractor services to be used by the Contractor and the payment procedures for subcontractors.
3. COMPENSATION

§301 CONTRACTOR COMPENSATION

A. Compensation

1. The City shall pay Contractor an amount not to exceed One Hundred Ninety-Nine Thousand Nine Hundred Ninety Nine Dollars ($199,999), for the complete and satisfactory performance of the Scope of Work. These funds shall be allocated from the Family Homelessness Challenge (FHC) grant and shall be expended in accordance with the approved Budget on eligible uses and activities. Contractor’s right to receive compensation is conditioned upon approval of the Budget by the City, compliance with the City’s indemnification and insurance requirements, satisfactory performance of the Scope of Work, and compliance with the terms and conditions contained herein.

2. Contractor acknowledges the City’s goal to show the state that Contractor will be able to and/or has successfully expend(ed) its initial funding allocation for the Program during the first twelve (12) months of this Agreement. Contractor acknowledges and agrees to cooperate with CIFD in administering the Program and expending the allocated funds pursuant to this Agreement in a manner that best serves the goals and interests of the City and the Program.

3. In no event shall the final expenditures for the Term exceed the total compensation set forth above except as provided for by an amendment to this Agreement.

4. Contractor’s reimbursement for expenses incurred in the performance of the Scope of Work shall be made only upon acceptance by the City of the Contractor’s invoice and supporting documentation as described in the Reporting Requirements, §503 herein below.

5. Expenditures shall be supported by properly executed payrolls, time records, invoices, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. Checks, payrolls, invoices, vouchers, orders, or other accounting documents shall be clearly identified and readily accessible. Undocumented expenditures shall not be paid under this Agreement.

6. The City shall pay Contractor for salaries and eligible, allowable, and reasonable expenses as detailed in the approved Budget.

7. Contractor shall be paid either on a cost reimbursement or advance basis. If the Contractor were to receive advance funds, it must execute a City approved Special Bank Account Agreement before receipt of funds and shall comply with all contract and regulatory requirements for safeguarding advance funds. Request for advance payment basis is subject to City approval. A Contractor on a cost reimbursement basis of payment shall be paid by the City only upon reporting of actual costs incurred.

8. Payroll expenditures shall be supported by activity reports that may include but not be limited to case reports, mileage logs, attendance rosters and other documents supporting work related to City contract or program.

9. Contractor shall not release funds to any subcontractor for reimbursement of costs, until it has received adequate documentation from the subcontractor that the expenditures are reasonable and allowable under the sub-agreement. All documentation must remain on file at the Contractor’s office.

B. Funding of Agreement

Funding for the Scope of Work and Budget is subject to the continuing availability of funds for this program to the City. This Agreement may be terminated immediately upon written notice to the Contractor of a loss or reduction of grant funds.
C. Payment to the Contractor

1. The City makes no commitment to fund this project beyond the initial Term of this Agreement. The City shall review Contractor’s performance on a periodic basis. In the event the City determines that Contractor is not meeting its proposed performance measures, the City may unilaterally reduce the compensation set forth above in compliance with the provisions set forth in this Agreement, upon written notice to Contractor and as set forth by a written amendment.

2. Contractor shall be reimbursed for reasonable and allowable expenses incurred. Unless the Contractor has been approved to receive advance payments, all payments shall be on reimbursement basis. Contractors who are on an advance payment plan authorized by the City as described in the Budget shall bill the City for all reasonable and allowable costs incurred.

3. Contractors not on an advance payment plan shall request reimbursements by submitting the cash request, monthly expenditure report and all other documents as required by the City. Contractor shall be reimbursed after City has received the monthly expenditure report and all other required documents and after City determines that Contractor has incurred and expended funds for reasonable and allowable costs under this Agreement.

4. Reasonable and allowable costs shall be determined pursuant to the Allowable and Unallowable Cost section herein.

5. The Contractor shall provide monthly Progress Reports by the 20th of every month to CIFD, utilizing a reporting tool designated by CIFD. Monthly reports serve as program performance measurement for Contractor to record, document and communicate service provision, community impact, and/or programmatic issues. Data figures reported in monthly reports are subject to additional review or verification through monitoring procedures and as deemed necessary by the CIFD.

6. Failure to submit required monthly Progress Reports can result in a financial hold on reimbursement requests, until all outstanding reports are complete and submitted.

7. Contractor shall charge no fees to survivors or their families for services rendered.

8. Contractor shall provide services to all DV/HT victims and survivors regardless of race, ethnicity, religion, socio-economic status, gender identity, sexual orientation, national origin, or immigration status

9. Contractor shall develop and adhere to protocols that safeguard client confidentiality.

10. Contractor shall cooperate and share data with the third-party evaluator, the Safe Housing Alliance, to measure the effectiveness of the program.

11. Survivors are presumed eligible under 24 CFR 570.208(a)(2)(i)(A) of the CDBG regulations.

12. Closeout Report

   a. Within 45 days following the termination of this Agreement, Contractor shall submit to the City, on forms provided by the City, a complete and accurate final closeout invoice including accruals of allowable expenditures and a remittance for all unearned grant funds as identified in the close-out. Final requests to modify the Budget shall be submitted to the City before final closeout. By submission of the closeout invoice, the Contractor certifies that: i) Costs reported and payments requested are valid and consistent with the terms of the Agreement; and, ii) cash payments received from the City shall be used to pay only for expenditures reported in the final closeout invoices. Costs reported are subject to City verification.

   b. In the event Contractor does not submit a final closeout or other required documentation within the prescribed time frame, the City reserves the right to unilaterally closeout the Agreement and use the invoice then on file at City for determination of Contractor’s final allowable expenditures. The City
shall not reimburse Contractor for expenditures reported after the 45 day closeout date following the termination of this Agreement. The City shall provide to Contractor the City closeout forms at least 45 days before termination of the Agreement.

D. Stand-In Costs: Contractor shall identify, document, and account for stand-in costs. These stand-in costs shall be reported to the City on a quarterly basis.

E. Profit: Contractor shall comply with any City Directives regarding profit or return on investment.

F. Applicable Discounts: Contractor warrants that any applicable discounts have been included in the costs billed to the City.

G. Concurrent Enrollment: If the Contractor is serving customers, concurrently utilizing more than one funding stream, the Contractor is responsible for tracking the services delivered and the expenditures reported to ensure that services and expenditures are not duplicated.

H. Match Requirements: Contractor shall report in its invoice the required match of non-federal funds, if applicable. If required to provide a match of funds, as set forth above in this compensation section of this Agreement, Contractor shall report in each invoice the funds being matched. Documentation shall be maintained and made available for review.

I. Overtime Work: Contractor is responsible for the efficient and effective administration of the award through the application of sound management practices. The approved Budget for this Agreement does not include any line item for overtime work. Any overtime expenditures incurred by the Contractor shall not be reimbursed through this Agreement.

J. Travel: Travel must be approved in advance by the City and included in the Budget. Contractor shall be compensated for its reasonable travel expenses incurred in the performance of the Scope of Work and in compliance with 2 C.F.R §200.474.

K. Reallocation of Funds: City reserves the right to unilaterally decrease funds allocated to Contractor in the event that the City determines that (i) Contractor has failed to provide adequate services as required in this Agreement, (ii) Contractor, based on its spending pattern as evidenced by invoices submitted, shall have unexpended funds at the end of the Term, or (iii) City determines that a reallocation of funds would better meet program objectives. Such reallocation of funds may be by written amendment to this Agreement or unilaterally imposed by the City by written notice to Contractor.

4. METHODS AND PROCEDURES GOVERNING PAYMENT

§401 WITHHELD PAYMENTS

A. Unearned payments under this Agreement may be suspended or not released if funds granted to the City are suspended or terminated.

B. The City has the authority to withhold funds under this Agreement pending a final determination by the City of questioned expenditures or indebtedness to the City arising from past or present agreements between the City and the Contractor. Upon final determination by the City of disallowed expenditures or indebtedness, the City may deduct and retain the amount of the disallowance or indebtedness from the amount of the withheld earned funds.

C. In the event of a final determination of disallowed costs or a determination of unearned grant funds by either the City, the State, or Grantor, Contractor agrees that it shall pay to the City in non-federal funds, the amount of the final disallowance within thirty (30) days of receipt of notice from the City that such funds are due.
D. Payments to the Contractor may be unilaterally withheld or reduced by the City if the Contractor fails to comply with the provisions contained herein.

§402 FUNDS EARNED PRIOR TO THE COMMENCEMENT OF THIS AGREEMENT

Contractor shall not earn funds provided hereunder prior to the commencement or after the end of the Term. Contractor shall not earn funds subsequent to suspension or termination of this Agreement.

§403 ALLOWABLE AND UNALLOWABLE COSTS

A. Eligible Population to Serve

1. FHC-1 funds may only be used for serving family households with dependent minors that are experiencing homelessness.

   a. Family households with dependent minors may include but are not limited to pregnant parents, parenting youth, households engaged in reunification and/or child welfare services.

   b. Homeless is defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on May 1, 2018.

B. To be eligible for payment, costs or expenditures must be made in compliance with the terms herein, as set forth below:

1. Be necessary and reasonable for the proper and efficient performance of the Scope of Work and in accordance with the Budget; the City shall have final authority to determine in good faith whether an expenditure is necessary and reasonable.

2. Conform to the limitations within these general conditions and to any governing statutes, regulations and ordinances.

3. Be fully documented and determined in accordance with GAAP.

4. Not be included as a cost or used to meet cost sharing or matching requirements for any other government funding source in either the current or a prior period, except when permitted by the respective government funding sources.

C. The following costs, among others, are specifically disallowed:

1. FHC-1 funds shall not be used for costs associated with activities in violation, conflict, or inconsistent with HSC Sections 50255 – 50259, other applicable laws, the terms and conditions of this Agreement and Agreement No. 22-FHC-10006, Grantor guidance or directives, the request or applications under which the City applied for the FHC-1, representations contained in the City’s application for the FHC-1, the purpose of the FHC program as detailed in the Grantor guidance, directives, FHC program rules, and other applicable documentation, and the City’s guidance or directives.

   a. The City, at its sole and absolute discretion, shall make the final determination regarding the allowability of FHC-1 fund expenditures.

   b. The City reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Contractor uses FHC-1 funds to pay for ineligible activities, the Contractor shall be required to reimburse these funds to the City at an amount and timeframe determined by the City.

   c. An expenditure which is not authorized by this Agreement, or by written approval of the City, or which cannot be adequately documented, shall be disallowed, and must be reimbursed to the City by the Contractor at an amount and timeframe determined by the City.
d. FHC-1 funds shall not be used to supplant existing local funds for homelessness housing, assistance, or prevention.

e. Unless expressly approved by the City in writing reimbursements are not permitted for any FHC program expenditures prior to this Agreement’s date of execution.

§404 PROGRAM INCOME

A. Any program income must be reported to the City on the expenditure report, and must be returned to the City in accordance with the City’s written direction to the Contractor. At the City’s discretion, program income may be used to augment the Contractor’s program. Use of program income is permitted only by written amendment to this Agreement. Should this use of program income be approved, Contractor shall maintain records in support of all earnings and expenditures relating to the use of those funds in accordance with City record retention and audit requirements. The City shall monitor Contractor’s compliance with all program income requirements.

B. Contractor’s failure to comply fully with program income requirements including any City Directives or regulations shall result in findings of disallowed costs.

§405 RETURN OF PROGRAM INCOME

Contractor shall, within thirty (30) days of the end of the Term, transmit to the City any, and all, remaining program income directly generated by funds provided hereby.

§406 RETURN OF UNEXPENDED FUNDS AND CLOSEOUTS

A. Expenditure Deadlines:

1. Pursuant to HSC § 50258 (b), the Contractor shall expend no less than 50 percent of FHC-1 funds by June 30, 2024. If less than 50 percent of the award is expended on June 30, 2024, the Contractor shall forfeit no less than 25 percent of their total allocation amount and the City may reallocate said funds during subsequent rounds of funding. The forfeited amount shall be determined by the City based on its evaluation of the circumstances behind the failure to expend the allocated funds in compliance with this section.

2. All FHC-1 funds (100 percent) shall be expended June 30, 2026. Any funds not expended by June 30, 2026, shall be forfeited by Contractor pursuant to HSC § 50258 (e).

B. Contractor agrees that upon either the completion or termination of this Agreement any unexpended funds, whether advances, interest earned on advances or unearned funds, shall be immediately returned to the City and in no event later than forty-five (45) days after completion or termination.

C. Contractor shall submit a complete and accurate final closeout invoice of costs and reimbursements for services performed hereby to the City within forty-five (45) days following the termination or completion of this Agreement. Failure by Contractor to comply with the 45 day requirement may result in a unilateral close-out by the City based on previous invoices filed with the City, and/or the imposition of sanctions as specified herein. Requests for payment after the 45 days shall not be paid by the City.

§407 VALIDITY OF FINANCIAL DOCUMENTATION SUBMISSIONS

Financial reports submitted to the City shall be accurate and correct in all respects. Should inaccurate reports be submitted to the City, the City may elect to have the Contractor secure the services of a licensed accounting firm. Cost of such accounting services are to be borne by the Contractor and are not to be reimbursed from the funds authorized hereby unless specifically agreed to between Contractor and the City by written amendment.
5. GENERAL TERMS, CONDITIONS AND STATE REQUIREMENTS

The provisions of the body of this Agreement shall prevail over the provisions of the Standard Provisions for City Contracts (Exhibit A) should there be any inconsistency. The term “contract” as used in the Standard Provisions for City Contracts shall include this Agreement.

§501 TERMINATION AND SUFFICIENCY OF FUNDS

A. Termination of Agreement

In accordance with Agreement No. 22-FHC-1006, the City may terminate this Agreement at any time for cause by giving a minimum of 14 days’ notice of termination, in writing, to the Contractor. Cause shall consist of violations of any conditions of this Agreement, any breach of contract as described in §507; violation of any federal or state laws; or withdrawal of the City’s expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by the City, any unexpended funds received by the Contractor shall be returned to the City within 30 days of City’s specified date of termination.

The City may withhold any payments due to Contractor after notice of termination has been issued for the purpose of set-aside until the exact amount of damages or unearned dollars due to the City from Contractor is determined.

In the event Contractor dissolves or otherwise goes out of existence, copies of all records relating to the project or activity that are the subject of this Agreement shall be furnished to the City.

B. Sufficiency of Funds

In accordance with PSC-39 of Exhibit A and Agreement No. 22-FHC-1006, this Agreement is valid and enforceable only if sufficient funds are made available to the City by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations, or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

§502 CONFLICT OF INTEREST

A. No City-funded Employees as Board Members

The City shall not execute any agreements and/or amendments with Contractors where an employee (an individual who is paid or receives any financial benefit from funds from the agreement with the City), is a member of the Board of Directors. The Board minutes must reflect this requirement.

B. Code of Conduct

1. The City requires that all contractors/subcontractors adopt a Code of Conduct that, at a minimum, reflects the constraints discussed in LAHD Directive Number FY 12-0001. The Code shall be submitted to the City for approval prior to execution of this Agreement.

2. Prior to obtaining the City’s approval of any subcontract, Contractor shall disclose to the City any relationship, financial or otherwise, direct or indirect, of Contractor or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.

3. Contractor covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by City funds (regardless of source) where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for
themselves or others such as family business, etc.; or where such person knows or should have known that:

a. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;

b. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or

c. The participation of such a person would be prohibited by the California Political Reform Act (California Government Code §87100 et seq.) if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

4. Definitions:

a. The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law.

b. The term "financial or other interest" includes, but is not limited to:

1) Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.

2) Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.

c. A "subcontract" is any agreement entered into by a Contractor for the purchase of goods or services with any funds provided by this Agreement.

5. Minutes of Board Meetings must reflect disclosure of transactions where Board Members may have had a direct or indirect interest/benefit in the action.

6. No director, officer, employee (or agent) of Contractor may be on the Board of Directors if they receive any financial benefit provided by any City agreement.

7. Contractor further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).

8. Contractor shall not subcontract with a former director, officer, or employee within an one-year period following the termination of the relationship between said person and the Contractor.

9. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City, State, and federal regulations regarding conflict of interest.

10. Contractor warrants that it has not paid or given and shall not pay or give to any third person, any money or other consideration for obtaining this Agreement.

11. Contractor covenants that no member, officer or employee of Contractor shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.
12. Contractor shall incorporate the foregoing subsections of this section into every agreement that it enters into in connection with this project and shall substitute the term "subcontractor" for the term "Contractor" and "sub-subcontractor" for "Subcontractor."

Contractor warrants that it has adopted and shall comply with the Code of Conduct, as approved by the City that meets the foregoing requirements.

C. Contractor is subject to state and federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the Agreement being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code Section 1090 and Public Contract Code Sections 10410 and 10411.

1. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.

2. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve month period prior to his or her leaving State service.

3. Employees of the Contractor: Employees of the Contractor shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the Political Reform Act of 1974 (Gov. Code, § 81000 et seq.).

4. Representatives of a County: A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

§503 REPORTING AND EVALUATION

A. Reporting Requirements

1. The Contractor is required to provide the City with all data and outcomes that may inform an assessment of the funded project. The Contractor shall report monthly and have one Final Work Product submitted prior to this Agreement’s termination. The Contractor will be required to provide:

   a. Client service data and housing status of persons served;

   b. Status of funding as presented in the City’s approved, standardized budget; and

The City’s discretion in identifying which information shall be included in these reports is absolute and final.

Pursuant to HSC Section 50259, the contractor shall provide data elements, including, but not limited to, health information, in a manner consistent with state and federal law, to the Homeless Data Integration System.
2. The monthly reports shall be submitted on a template to be provided by the City at least 60 days prior to the first reporting deadline. The City may request interim reports as needed and will provide no less than 30 days' notice to the Contractors.

3. If the Contractor fails to provide any such report, the City may recapture any portion of the amount authorized by this Agreement with a 14-day written notification.

B. Evaluation

1. The Contractor shall participate in a program evaluation regarding their implementation of the program. To support this effort, the Grantor will contract a third party to complete the evaluation. The Contractor agrees to accept evaluation assistance as directed by the City or by a contracted provider acting on behalf of the City.

2. The Contractor is expected to be close partners with the City for this program evaluation and for all evaluative aspects of this Program. This means timely and accurate reporting, candid communication of success or challenges, and availability of persons, information, or materials. More specifically, the Contractor shall cooperate with the City or its designee as reasonably required to implement an evaluation plan. This includes providing or facilitating the collection of data and materials as reasonably requested by the City or its designee.

3. For the purpose of evaluation, the Grantor/City or its designee may visit sites related to the project and film, tape, photograph, interview, and otherwise document the Contractor's operations during normal business hours and with reasonable advance notice. The Grantor/City will comply with the Contractor's site visit terms during any site visits.

4. The Contractor shall maintain active data, documents, and filings in anticipation of this evaluation. Special care should be taken to organize and preserve internal work products that guided implementation by the Contractor.

5. The Contractor shall notify the City and provide copies of any reports or findings if the Contractor conducts or commissions any third-party research or evaluation regarding their funded project.

6. All terms and conditions that apply to reporting similarly apply to evaluation.

§504 AUDITS

A. The Contractor agrees that the Grantor, the City, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

B. City, Auditor General of the State, Grantor, and Director of the Office of Civil Rights shall have the authority to audit, examine, and make excerpts or transcripts from records, including contracts, invoices, payment vouchers, payroll register, customer records and other records supporting this Agreement. Audits of earned funds are limited to determining if such funds were earned in accordance with this Agreement.

C. The City reserves the right to perform or cause to be performed a financial audit. At the City's request, the Contractor shall provide, at its own expense, a financial audit prepared by a certified public accountant. Should an audit be required, the Contractor shall adhere to the following conditions:
D. The audit shall be performed by an independent certified public accountant.

1. The Contractor shall notify the City of the auditor’s name and address immediately after the selection has been made. The contract for the audit shall allow access by the Grantor/City to the independent auditor’s working papers.

2. The Contractor is responsible for the completion of audits and all costs of preparing audits.
   a. Withhold a percentage of payments, at the City’s sole discretion, until the audit is completed satisfactorily and submitted to CIFD, and/or.
   b. Suspend payments due to Contractor until the audit is completed satisfactorily and submitted to the City; and/or Impose the Default, Probation, Suspension and Termination provisions of this Agreement as set forth herein.

3. If there are audit findings or deficiencies, the Contractor must submit a detailed response acceptable, or corrective action plan, with specific details, to CIFD for each audit finding within 90 days from the date of the audit finding report.

4. Should a fiscal or special audit determine that Contractor has expended funds which are questioned under the criteria set forth herein, the Contractor shall be notified and given the opportunity to justify questioned expenditures prior to the City’s final determination of disallowed costs.

E. City shall have the authority to make physical inspections and to require such physical safeguarding devices as locks, alarms, safes, fire extinguishers, sprinkler systems, etc., to safeguard property, records and/or equipment used in the performance of this Agreement.

§505 ACCOUNTING PRACTICES

A. Contractor shall maintain a system of Internal Control in accordance with standard accounting practices.

1. In accordance with GAAP and City Directives, financial systems shall include:
   a. Information pertaining to sub-grant and contract awards, obligations, un-obligated balances, assets, expenditures, and income;
   b. Effective internal controls to safeguard assets and assure their proper use;
   c. A comparison of actual expenditures with budgeted amounts for each subgrant and contract;
   d. Source documentation to support accounting records;
   e. Proper charging of costs and cost allocation and be sufficient to (i) permit preparation of required reports, and (ii) permit the tracing of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of the funds; and
   f. “Internal Control” for the purpose of this Agreement, comprises the plan or organization and all of the coordinated methods and measures adopted within an organization to safeguard its assets, check the adequacy and the reliability of its accounting data, promote operating efficiency, and assure adherence to prescribed management policies.

2. Contractor shall submit its system of accounting procedures and Internal Control to the City before the City disburses any funds to the Contractor.
§506 CUSTOMER/APPLICANT FILES

Contractor shall complete and maintain on-site in each customer’s file the following documents, as prescribed by program requirements: 1) application for all applicants; 2) eligibility documents (see note below); 3) assessment documents; 4) standard worksite training agreement (when applicable); 5) progress reports; 6) counseling documents, 7) job development records; 8) exit documents; 9) post placement follow-up documentation; 10) documentation of follow-up services; 11) employer verification documents; 12) verification documents for training completion; 13) written documentation that customer has received: program orientation, supportive services information, City complaint resolution procedures, contractor customer complaint resolution procedures; 14) documentation of supportive services received; and 15) documentation of credential received as a result of training.

NOTE: The City requires Contractor to verify and certify eligibility and maintain in the customer file, on-site, all eligibility documentation prior to, or as of, the date the applicant is registered in the program.

§507 INSPECTION AND RECORDS RETENTION

A. Record Inspection

The Grantor/City or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Contractor agrees to provide the City, or its designee, with any relevant information requested. The Contractor agrees to give the City or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the Family Homelessness Challenge Grant and Technical Assistance Program laws, the Grantor’s/City’s guidance or directives, and this Agreement.

B. Record Retention

The Contractor further agrees to retain all records described in subparagraph a above for a minimum period of five (5) years after the termination of this Agreement. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

C. Location of Records

Records (including, but not limited to, customer files and fiscal documents in their original form) pertaining to matters covered by this Agreement shall at all times, be retained within the County of Los Angeles unless authorization to remove them is granted in writing by the City.

§508 BREACH AND REMEDIES

A. Breach of Agreement

In accordance with PSC-9 of Exhibit A and Agreement No. 22-FHC-1006, Breach of this Agreement includes, but is not limited to, the following events:

1. The Contractor’s failure to comply with the terms or conditions of this Agreement.
2. Use of, or permitting the use of, FHC-1 funds provided under this Agreement for any ineligible activities.
3. Any failure to comply with the deadlines set forth in this Agreement.
B. Remedies for Breach of Agreement

In addition to any other remedies that may be available to the City in law or equity for breach of this Agreement, the City may:

1. Conduct a program monitoring which will include a corrective action plan (CAP) with findings, remedies, and timelines for resolving the findings.
2. Bar the Contractor from applying for future FHC funds;
3. Revoke any other existing FHC award(s) to the Contractor;
4. Require the return of any unexpended FHC Grant funds disbursed under this Agreement;
5. Require repayment of FHC Grant funds disbursed and expended under this Agreement;
6. Require the immediate return to the City of all funds derived from the use of FHC Grant funds;
7. Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or participation in the technical assistance in accordance with FHC Grant requirements.

C. All remedies available to the City are cumulative and not exclusive.

D. The City may give written notice to the Contractor to cure the breach or violation within a period of not less than 14 days.

§509 DRUG-FREE WORKPLACE CERTIFICATION

By signing this Agreement, the Contractor hereby certifies, under penalty of perjury under the laws of State of California, that it and its subcontractors will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

Publish a statement notifying employees and subcontractors that unlawful manufacture distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, the Contractor, or subcontractors for violations, as required by Government Code Section 8355, subdivision (a)(1).

A. Establish a Drug-Free Awareness Program, as required by Government Code Section 8355, subdivision (a)(2) to inform employees, the Contractor, or subcontractors about all of the following:

1. The dangers of drug abuse in the workplace;
2. The Contractor's policy of maintaining a drug-free workplace;
3. Any available counseling, rehabilitation, and employee assistance program; and
4. Penalties that may be imposed upon employees, the Contractor, or subcontractors for drug abuse violations.

B. Provide, as required by Government Code Section 8355, subdivision (a)(3), that every employee and/or subcontractor that works under this Agreement:

1. Will receive a copy of the Contractor's drug-free policy statement, and
2. Will agree to abide by terms of the Contractor's condition of employment or subcontract.
§510 CHILD SUPPORT COMPLIANCE ACT

In accordance with PSC-27 of Exhibit A and Agreement No. 22-FHC-1006, for any contract in excess of $100,000, the Contractor acknowledges in accordance with Public Contract Code 7110, that:

A. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and

B. The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

§511 SPECIAL CONDITIONS

The Contractor agrees to comply with all conditions of this Agreement including the Special Conditions set forth in §301. These conditions shall be met to the satisfaction of the City prior to disbursement of funds. The Contractor shall ensure that all subcontractors are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of FHC-1 funds. Failure to comply with these conditions may result in termination of this Agreement.

The Agreement between the Contractor and any subcontractor shall require the Contractor and its subcontractors, if any, to:

A. Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.

B. Maintain at least the minimum State-required worker’s compensation for those employees who will perform the work or any part of it.

C. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Contractor or any subcontractor in performing the work or any part of it.

D. Agree to include and enforce all the terms of this Agreement in each subcontract.

All proceeds from any interest-bearing account established by the Contractor for the deposit of funds, along with any interest-bearing accounts opened by subcontractor(s) to the Contractor for the deposit of funds, must be used for eligible activities and reported on as required by the City.

Contractor shall utilize its local management system to track FHC funded projects, services, and clients served. Contractor will ensure that data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by funding (e.g., by creating appropriate FHC specific funding sources and project codes).

Contractor agrees to accept technical assistance as directed by the Grantor/City or by a contracted technical assistance provider acting on behalf of the Grantor/City and report to the Grantor/City on programmatic changes the Contractor will make as a result of the technical assistance and in support of the Grantor/City grant objective.

Contractor should establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all levels of planning and implementation, including through opportunities to hire people with lived experience.

§512 COMPLIANCE WITH STATE AND FEDERAL STATUTES AND REGULATIONS

The Contractor agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and
all other matters applicable and/or related to the FHC program, the Contractor, its subcontractors, and all eligible activities.

The Contractor shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. The Contractor shall provide copies of permits and approvals to the City upon request.

§513 INSPECTIONS

A. The Contractor shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

B. The City reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

C. The Contractor agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and the City shall withhold payments to the Contractor until it is corrected.

§514 LITIGATION

A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the City, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.

B. The Contractor shall notify the City immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or the City, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the City.

§515 FEDERAL, STATE AND LOCAL TAXES

Federal, State, and local taxes shall be the responsibility of the Contractor as an independent contractor and not as a City employee.

§516 CONFIDENTIALITY OF INFORMATION

A. The Grantor, the City, and Contractor shall exchange various kinds of information pursuant to this Agreement. That information shall include data, applications, program files and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the Employment Development Department, the California Department of Social Services, the California Department of Education, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges, and the Department of Alcohol and Drug Programs.

B. The City and Contractor agree that:

1. Each party shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a “need-to-know” basis.
2. Each party shall provide written instructions to all of its employees with access to information provided by the other party of the confidential nature of the information and of the penalties for unauthorized use or disclosure found in §1798.55 of the Civil Code, §502 of the Penal Code, §2111 of the Unemployment Insurance Code, §10850 of the Welfare and Institutions Code and other applicable local, State and federal laws.

3. Each party shall (where appropriate) store and process information in an electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by computer, remote terminal, or other means.

4. Each party shall promptly return to the other party confidential information when its use ends or destroy the confidential information utilizing an approved method of destroying confidential information by shredding, burning, or certified, or witnessed destruction. Magnetic media are to be degaussesd or returned to the other party.

5. If the City or Contractor enters into an agreement with a third party to provide services, the City or Contractor agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.

6. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and, each party shall notify the other of any changes in that designation. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.

§517 RESTRICTION ON DISCLOSURES

Prior to the release of any reports, analyses, studies, information, or data generated as a result of this Agreement, Contractor shall notify the City of the request to release the information. Release of information shall be coordinated by Contractor and the City and shall be in compliance with state and federal law.

§518 SECURITY CLEARANCE AND TUBERCULOSIS TEST OF STAFF AND VOLUNTEERS

A. Contractor hereby certifies that by signing this Agreement, Contractor and subcontractor staff working with youth, either as employees or volunteers, who have a supervisory or disciplinary authority over minors must be fingerprinted and pass the background check, as required by California Penal Code §11105.3 and California Education Code §45125.1 and §10911.5. Fingerprinting and a background check may be required of other staff and volunteers depending upon how much contact the staff member shall have with minors. The Contractor shall be responsible for obtaining security clearances for staff whose duties require a sufficient level of interaction with youth.

B. Contractor hereby certifies that by signing this Agreement, Contractor shall have Tuberculosis (TB) tests completed on any staff member working with the youth.

C. Contractor shall maintain proof of Security Clearance and TB tests of all staff, including those of the subcontractors, and make these records available for future inspection.

§519 MANAGEMENT INFORMATION SYSTEM RECORDS AND REPORTS

A. Contractor shall report to the City numeric data, statistics, facts, news, details and information for its City-funded project(s) using forms and formats such as Bit-focus prescribed by the City for this purpose.

B. The City shall rely upon and use records and monthly invoices located at the City, and on-site verifications, as needed, to substantiate Contractor's performance and expenditure data, including, but not limited to, enrollment, training services, placement activities, wages, business/job creation, and post-program services status.
C. The City may contact Contractor staff, participants, subcontractors, training institutions or schools to verify the documentation supporting performance and compliance with this Agreement.

§520 INSTALLATION OF FINANCIAL ASSISTANCE SIGN

Contractor shall install, or allow to be installed, for public display upon the program site premises a sign, identifying Contractor as receiving financial assistance from the City and HUD.

§521 PRESS RELEASES—PUBLIC INFORMATION

Contractor shall make specific reference to the City as the sponsoring agency and that Contractor is an Equal Opportunity/Affirmative Action Employer in all communications with the press, television, radio or any other means of communicating with the general community. Contractor shall make specific reference to the City as the sponsoring agency of the program regarding any items that are related to the program funded hereby. Contractor shall also coordinate press releases with the media/public relations project for maximum impact.

§522 NOTICE TO CITY OF LABOR DISPUTES

When Contractor has knowledge that any actual or potential labor dispute involving participants or other employees is delaying or threatens to delay the timely performance of this Agreement Contractor shall immediately give notice thereof, including all pertinent information, with regard to the same to City. No funds provided hereby shall be used to promote or deter union organizing.

§523 LISTING OF CONTRACTOR’S EMPLOYMENT OPPORTUNITIES WITH EDD

Contractor shall list all Contractor’s job openings with the local Employment Development Department Office when such job openings are funded, in full or in part, through monies provided hereby.

§524 TECHNICAL ASSISTANCE

Should the Contractor need technical assistance from the City regarding matters that are the subject of this Agreement, Contractor shall submit a written request to the City identifying the nature of the problem, the action Contractor has taken to resolve the problem, and the type of assistance needed.

§525 PROHIBITION OF LEGAL PROCEEDINGS

Contractor is prohibited from using FHC funds received under this Agreement for the purpose of instituting legal proceeding against the City and/or Grantor or their officials, employee or representatives.

§526 ADMINISTRATIVE HEARING FOR DENIAL OF CLIENT BENEFITS BY CONTRACTOR – IF APPLICABLE

A. Contractor has read and agrees to strictly comply with Title 22 of the California Code of Regulations, §100751, as amended, which sets forth elements to be included in client benefit denial appeal procedures and shall advise individuals who have been denied assistance of their 20-day right to appeal to the State for an administrative hearing pursuant to 42 U.S.C. §8624(b) (13), as amended.

B. The client may withdraw request for appeal for administrative hearing at any time during the appeal process by rendering written or oral notice to the State. Where oral notice is given, such notice shall be confirmed in writing by the parties.

§527 FAITH-BASED ACTIVITIES

Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the program. However, a contractor that participates in the program shall comply with the following provisions if it is deemed to be a religious or faith-based organization.
A. Contractor may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this Agreement. If the Contractor conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this Agreement, and participation must be voluntary for the beneficiaries of the program programs or services.

B. A religious or faith-based contractor shall retain its independence from federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct program funds to support any inherently religious activities, such as worship, religious instruction, or proselytization.

C. A religious or faith-based contractor may use space in their facilities to provide services, without removing religious art, icons, scriptures, or other religious symbols.

D. A religious or faith-based contractor retains its authority over its internal governance, and it may retain religious terms in its organization’s name, select its board members on a religious basis, and include religious references in its organization’s mission statements and other governing documents.

E. A religious or faith-based contractor shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

F. Program funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities.

G. Program funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this section. Where a structure is used for both eligible and inherently religious activities, program funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to herein. Sanctuaries, chapels, or other rooms that a grant funded religious congregation uses as its principal place of worship, however, are ineligible for improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property dispositions.

§528 CHILD ABUSE

Contractor shall comply with the provisions of the California Child Abuse and Neglect Reporting Act (California Penal Code §11164 et seq.), and specifically §§ 11165.7, 11165.9 and 11166 therein.

§529 INVENTIONS, PATENTS AND COPYRIGHTS

Contractor shall comply with the requirements regarding Inventions, Patents and Copyrights, which is attached hereto as Exhibit H and incorporated herein by reference.

§530 DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE

Contractor shall comply with Los Angeles Administrative Code Section 10.50, 'Disclosure of Border Wall Contracting. The City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in Section 10.50.

§531 PURCHASE OR LEASE OF EQUIPMENT OR FACILITIES

Prior to the purchase or lease of equipment, the Contractor shall receive prior City approval in writing and shall comply with all requirements described in this Agreement.
The term “equipment” as used in this Agreement shall be defined to mean personal property.

Contractor shall notify the City in writing before using equipment for this Agreement that was or is to be purchased or leased with public funds not provided by this Agreement. Purchase or lease payments for this equipment shall not be made from funds under the terms of this Agreement.

A. Lease of Equipment

A copy of each executed equipment lease agreement shall be submitted to the City before payment. Written amendments to equipment lease agreement shall comply with the conditions set forth in this Agreement.

B. Purchase of Equipment

All property real and personal, purchased under this Agreement with grant funds shall become the property of the City and shall be returned to the City upon termination of this Agreement, except as provided otherwise by the City in writing. Contractor shall file all Uniform Commercial Code statements for any eligible property purchased with grant funds and deliver a copy of the filing to the City.

The property shall be used and maintained by Contractor as follows:

1. Property shall be used solely in the performance of this Agreement.

2. No modifications shall be made to the property without the prior written approval of City.

3. Contractor shall be liable for any and all loss, damage or destruction of property acquired under this Agreement during the period the property is under the control of the Contractor, except losses, damage or destruction resulting from reasonable wear and tear. Damage, loss, or destruction of the property shall be immediately reported to the City.

C. Purchase of depreciable equipment including, but not limited to, computer hardware and software and vehicles require prior City written approval. Disposition of nonexpendable personal property shall be governed by City Directives, as applicable. All private for profit contractors shall acquire prior City approval before purchasing any nonexpendable personal property.

D. Lease of Property or Facilities

1. All lease agreements shall incorporate the following provisions:

   a. All leases of property or facilities procured to house a City program under this Agreement must contain a provision that allows the City, at its sole option, to assume the lease for its remaining term, under the same terms and conditions then in effect, in the event that the City terminates its Contractor's City Agreement or if Contractor abandons the lease.

   b. All leases of property or facilities procured to house a City program under this Agreement must contain a provision, which provides that any improvements made to the facility or property by Contractor, inures to the benefit of the City, and the City may elect, at its sole option, to remove the improvements.

   c. It is recommended that the Contractor, during lease negotiations, request the addition of a section to the lease agreement, whereby the lessor agrees that if lessee’s grant funding for any calendar year decreases by $500,000 or more from the previous calendar year, lessee may terminate the lease with 120 days written notice.

   Contractor shall amend any current lease agreements to incorporate the above provisions.

2. A copy of all leases and lease amendments must be reviewed and approved by the City prior to signature and be on file with the City prior to the release of funding.
3. Contractor shall not sublease, assign, or amend in any manner leases paid for with funds under this Agreement without prior written City approval.

4. Contractor shall invoice for only that portion of the lease cost that is allocated to the program funded by this Agreement. The Contractor is responsible for collecting any portion of the rent due to Contractor under sublease agreements with partners or other entities.

6. **REMEDIES**

§601 DEFAULTS§601 DEFAULTS

Should the Contractor fail for any reason to comply with the contractual obligations of this Agreement, including but not limited to, meet the Performance Standards, start up the program on time, provide services according to plan and/or to benefit customers and the provisions of the Agreement, maintain expenditures at an approved rate in the Budget, resolve performance problems in a timely manner, demonstrate the capabilities to solve identified problems within a specific time, provide necessary fiscal or Management Information Services documents to City in a timely manner, maintain agreed cost per placement or utilize grant funds in accordance with the terms and conditions of the Agreement, the City reserves the right to take any or all of the following actions at its discretion:

A. Notify Contractor of performance deficiencies in accordance with §804 of this Agreement.

B. Withhold the release of funds.

C. Require that no funds be advanced to Contractor until Contractor has provided for the security of funds advanced by a Surety/performance bond. The amount and form of the security, if required, shall be determined by the City as noted on the Insurance Requirement Form and is subject to prior City approval.

D. Modify and/or renegotiate the funding/service level and/or make any changes in the general scope of this Agreement.

E. Require Contractor to secure at its own expense the services of independent experts.

F. Require specific performance progress reports for identified time periods.

G. Reduce compensation within the scope of the City's reallocation policy.

H. Suspend operations in accordance with §803 below of this Agreement.

I. Terminate the Agreement.

§602 NOTICE TO CORRECT PERFORMANCE

A. The City may notify Contractor of its failure to comply with the terms and conditions of this Agreement by giving written notice, effective upon date of such notice, which states the specific performance deficiencies to be corrected.

B. Within five (5) working days, Contractor shall reply in writing setting forth the corrective actions that shall be undertaken to remedy the performance deficiencies, which actions are subject to City approval in writing.

C. Contractor shall thereafter submit monthly progress reports to the City in accordance with the City approved corrective action plan specifying the actions taken and resolution of the performance deficiencies.

§603 SUSPENSION OF THE AGREEMENT
A. The City may, by giving written notice, suspend all or part of the project operations for Contractor’s failure to comply with the terms and conditions of this Agreement; and may notify the bank identified on the City form referenced in §104.A above that all funds are frozen pending further notice from the City. This Notice of Suspension shall be effective upon the date of the City’s written notice.

B. This notice shall set forth the specific conditions of noncompliance and the period provided for corrective action.

C. Within five (5) working days from the date of written City notification, Contractor shall reply in writing setting forth the corrective actions which shall be undertaken, subject to City approval in writing.

D. Contractor shall return to the City all equipment that was purchased with City grant funds pursuant to this Agreement.

E. Upon satisfactory completion and documentation of termination activities, the City shall determine the total amount of funds earned by Contractor.

7. MISCELLANEOUS

§701 SURVIVAL OF TERMS AND CONDITIONS

All terms and conditions of this Agreement which impose a duty, obligation or requirement on Contractor that extend beyond the Term hereof shall survive the termination of this Agreement. Such terms and conditions shall include, but not be limited to, §§404 through 407, 503, 506, and 516.

§702 ORDER OF PRECEDENCE

In the event of any inconsistency between the documents regarding this Agreement, said inconsistency shall be resolved by giving precedence to (i) the body of the Agreement, (ii) the terms of applicable City ordinances and regulations, (iii) the other exhibits and attachments hereto, and (iv) any documents provided by Contractor.

§703 RATIFICATION CLAUSE

Due to the need for the Contractor’s services to be provided upon commencement of the Term, Contractor may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified and accepted.

§704 COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

§705 NUMBER OF PAGES AND ATTACHMENTS

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes twenty-five (25) pages and four (4) exhibits that constitute the entire understanding and agreement of the parties. Alternatively, this Agreement may be executed with electronic signatures, resulting in an electronic final original, which shall be uploaded to the LACityClerk Connect website.

[Remainder of this page left intentionally blank]

[Signatures begin on the next page.]
IN WITNESS WHEREOF, the City of Los Angeles and the Contractor have caused this Agreement to be executed by their duly authorized representatives.

**APPROVED AS TO FORM:**

HYDEE FELDSTEIN SOTO, City Attorney

By [Signature]
Deputy/Assistant City Attorney

Date: Feb 8, 2023

**EXECUTED:**

Executed this 08 day of February, 2023

For: THE CITY OF LOS ANGELES

ABIGAIL R. MARQUEZ
General Manager
Community Investment for Families Department

By [Signature]

Date: Feb 9, 2023

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

[Signature]

By: [Signature]
LYNDON O. SALVADOR
Assistant General Manager
Community Investment for Families Department

Executed this 08 day of February, 2023

For: CENTER FOR THE PACIFIC-ASIAN FAMILY, INCORPORATED

[Signature]
Debra Suh
Executive Director

City Tax Registration Certificate Number: 0000393205-0001-3
Internal Revenue Service ID Number: 95-3532351
Council File Number: 22-1097
Date of Approval: 11/01/2022
Said Agreement is Number _________________ of City Contracts
EXHIBIT A
STANDARD PROVISIONS FOR CITY CONTRACTS
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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against CITY or CONTRACTOR. The word "CONTRACTOR" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one CONTRACTOR, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and CITY, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. CONTRACTOR shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to CONTRACTOR.

In any action arising out of this Contract, CONTRACTOR consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

A. This Contract has been signed on behalf of CONTRACTOR by the person or persons authorized to bind CONTRACTOR;

B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;

C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and

D. This Contract has been signed on behalf of CITY by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.
PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of CONTRACTOR shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both CONTRACTOR and Subcontractor, and without any fault or negligence of either of them. In such case, CONTRACTOR shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit CONTRACTOR to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event CONTRACTOR'S delay or failure to perform arises out of a Force Majeure Event, CONTRACTOR agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.
PSC-8. Suspension

At CITY’S sole discretion, CITY may suspend any or all services provided under this Contract by providing CONTRACTOR with written notice of suspension. Upon receipt of the notice of suspension, CONTRACTOR shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to CITY until CITY gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for CITY’S convenience at any time by providing CONTRACTOR thirty days written notice. Upon receipt of the notice of termination, CONTRACTOR shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. CITY shall pay CONTRACTOR its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by CONTRACTOR to effect the termination. Thereafter, CONTRACTOR shall have no further claims against CITY under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights CITY is entitled to, shall become CITY property upon the date of the termination. CONTRACTOR agrees to execute any documents necessary for CITY to perfect, memorialize, or record CITY’S ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if CONTRACTOR fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, CITY may give CONTRACTOR written notice of the default. CITY’S default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of CITY. Additionally, CITY’S default notice may offer CONTRACTOR an opportunity to provide CITY with a plan to cure the default, which shall be submitted to CITY within the time period allowed by CITY. At CITY’S sole discretion, CITY may accept or reject CONTRACTOR’S plan. If the default cannot be cured or if CONTRACTOR fails to cure within the period allowed by CITY, then CITY may terminate this Contract due to CONTRACTOR’S breach of this Contract.

2. If the default under this Contract is due to CONTRACTOR’S failure to maintain the insurance required under this Contract, CONTRACTOR shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor’s obligation to suspend performance of
services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.

4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY’S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.

5. Acts of Moral Turpitude
   a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
   b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
   c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR’S** ability to perform under the terms of this Contract.
   d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.
e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of CONTRACTOR.

6. In the event CITY terminates this Contract as provided in this section, CITY may procure, upon such terms and in the manner as CITY may deem appropriate, services similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to CITY for all of its costs and damages, including, but not limited to, any excess costs for such services.

7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.

8. The rights and remedies of CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

C. In the event that this Contract is terminated, CONTRACTOR shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of CITY. CONTRACTOR shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of CITY.

PSC-11. Contractor’s Personnel

Unless otherwise approved by CITY, CONTRACTOR shall use its own employees to perform the services described in this Contract. CITY has the right to review and approve any personnel who are assigned to work under this Contract. CONTRACTOR shall remove personnel from performing work under this Contract if requested to do so by CITY.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of CITY. If CITY permits the use of Subcontractors, CONTRACTOR shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. CITY has the right to approve CONTRACTOR’S Subcontractors, and CITY reserves the right to request replacement of any
Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR’S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

**PSC-12. Assignment and Delegation**

**CONTRACTOR** may not, unless it has first obtained the written permission of **CITY**:

A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

**PSC-13. Permits**

**CONTRACTOR** and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR’S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR’S** performance of this Contract.

**PSC-14. Claims for Labor and Materials**

**CONTRACTOR** shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.


For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY’S** Business Tax Ordinance, Section 21.00 et seq. of the Los Angeles Municipal Code (“LAMC”), and shall not allow the Certificate to lapse or be revoked or suspended.

**PSC-16. Retention of Records, Audit and Reports**

**CONTRACTOR** shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY’S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding
performance of this Contract. Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, CONTRACTOR may, upon CITY’S written approval, submit the required information to CITY in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by CITY shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 et seq., as amended from time to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, CONTRACTOR shall defend, indemnify and hold harmless CITY and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including CONTRACTOR'S employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by CONTRACTOR, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the CITY, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by CONTRACTOR, or its Subcontractors, in performing the work under this Contract; or (2) as a result of CITY'S actual or intended use of any Work Product (as defined in PSC-21) furnished by CONTRACTOR, or its Subcontractors, under this Contract. The rights and remedies of CITY provided in this section shall not be exclusive
and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party’s intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by CONTRACTOR or its Subcontractors under this Contract (each a “Work Product”; collectively “Work Products”) shall be and remain the exclusive property of CITY for its use in any manner CITY deems appropriate. CONTRACTOR hereby assigns to CITY all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. CONTRACTOR further agrees to execute any documents necessary for CITY to perfect, memorialize, or record CITY’S ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause CITY irreparable harm. CITY may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude CITY from seeking or obtaining any other relief to which CITY may be entitled.

For all Work Products delivered to CITY that are not originated or prepared by CONTRACTOR or its Subcontractors under this Contract, CONTRACTOR shall secure a grant, at no cost to CITY, for a non-exclusive perpetual license to use such Work Products for any CITY purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of CITY.

Any subcontract entered into by CONTRACTOR relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that CITY’S ownership and license rights of all Work Products are preserved and protected as intended herein.
PSC-22. Data Protection

A. CONTRACTOR shall protect, using the most secure means and technology that is commercially available, CITY-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). CONTRACTOR shall notify CITY in writing as soon as reasonably feasible, and in any event within twenty-four hours, of CONTRACTOR’S discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. CONTRACTOR shall begin remediation immediately. CONTRACTOR shall provide daily updates, or more frequently if required by CITY, regarding findings and actions performed by CONTRACTOR until the Data Breach or Security Incident has been effectively resolved to CITY’S satisfaction. CONTRACTOR shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with CITY. At CITY’S sole discretion, CITY and its authorized agents shall have the right to lead or participate in the investigation. CONTRACTOR shall cooperate fully with CITY, its agents and law enforcement.

B. If CITY is subject to liability for any Data Breach or Security Incident, then CONTRACTOR shall fully indemnify and hold harmless CITY and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting CONTRACTOR’S obligation to indemnify, hold harmless and defend CITY, CONTRACTOR shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to CITY’S requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. CONTRACTOR shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, CONTRACTOR, shall offer CITY the best terms, prices, and discounts that are offered to any of CONTRACTOR’S customers for similar goods and services provided under this Contract.
PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within CONTRACTOR'S profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

A. CONTRACTOR shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and CITY. In performing this Contract, CONTRACTOR shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person’s race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.

B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.

C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the “Equal Employment Practices” provisions of this Contract.

D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the “Affirmative Action Program” provisions of this Contract.

Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, CONTRACTOR shall fully comply with all applicable State and Federal employment reporting requirements. Failure of CONTRACTOR to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of CONTRACTOR to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the CONTRACTOR under this Contract. Failure of CONTRACTOR or principal owner to cure
the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 et seq., as amended from time to time. CONTRACTOR further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 et seq., as amended from time to time. Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:


B. CONTRACTOR shall not discriminate on the basis of disability or on the basis of a person’s relationship to, or association with, a person who has a disability;

C. CONTRACTOR shall provide reasonable accommodation upon request to ensure equal access to CITY-funded programs, services and activities;

D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and

E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that CITY is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.
PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 et seq., as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, CONTRACTOR shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. CONTRACTOR shall utilize the Regional Alliance Marketplace for Procurement ("RAMP") at https://www.rampla.org/, to perform and document outreach to Minority, Women, and Other Business Enterprises. CONTRACTOR shall perform subcontractor outreach activities through RAMP. CONTRACTOR shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall CONTRACTOR reduce their level of effort, without prior written approval of CITY.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 et seq., as amended from time to time. Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 et seq., as amended from time to time. Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 et seq., as amended from time to time. Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with CITY for goods and services estimated at $1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at $100,000 or more and requires approval by an elected CITY office, CONTRACTOR, CONTRACTOR’S principals, and CONTRACTOR’S Subcontractors expected to receive at least $100,000 for performance under the Contract, and the principals of those Subcontractors (the "Restricted Persons")
shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles CITY to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected CITY officials or candidates for elected CITY office for twelve months after this Contract is signed. Additionally, a CONTRACTOR subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any CONTRACTOR subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least $100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract #__________. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“CITY”) officials and candidates for elected CITY office for twelve months after the CITY contract is signed. You are required to provide the names and contact information of your principals to the CONTRACTOR and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

PSC-38. Contractors’ Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 et seq., as amended from time to time. Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for CITY to comply with its governing legal requirements, CITY shall have no obligation to make any payments to CONTRACTOR unless CITY shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. CONTRACTOR agrees that any services provided by CONTRACTOR, purchases made by CONTRACTOR or expenses incurred by CONTRACTOR in excess of the appropriation(s) shall be free and without charge to CITY and CITY shall have no obligation to pay for the services, purchases or expenses. CONTRACTOR shall have no obligation to provide any services,
provide any equipment or incur any expenses in excess of the appropriated amount(s) until CITY appropriates additional funds for this Contract.

**PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards**

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. CONTRACTOR also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, CONTRACTOR shall verify proper truncation of receipts in compliance with FACTA.

**PSC-41. Compliance with California Public Resources Code Section 5164**

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, CONTRACTOR shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by CITY. CONTRACTOR is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of CONTRACTOR working on premises to pass a fingerprint and background check through the California Department of Justice at CONTRACTOR'S sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

**PSC-42. Possessory Interests Tax**

Rights granted to CONTRACTOR by CITY may create a possessory interest. CONTRACTOR agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, CONTRACTOR shall pay the property tax. CONTRACTOR acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.
PSC-43. Confidentiality

All documents, information and materials provided to CONTRACTOR by CITY or developed by CONTRACTOR pursuant to this Contract (collectively “Confidential Information”) are confidential. CONTRACTOR shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by CITY or as required by law. CONTRACTOR shall immediately notify CITY of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. COVID-19

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, “Contractor Personnel”), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, “In-Person Services”) must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”). “Fully vaccinated” means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions (“Exemptions”) to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

PSC-45. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.
Required Insurance and Minimum Limits

Name: Center for the Pacific-Asian Family, Incorporated  Date: 12/28/2022

Agreement/Reference: Survivors First Family Homelessness Challenge

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers’ Compensation (WC) and Employer’s Liability (EL)</td>
<td>WC Statutory EL $1,000,000</td>
</tr>
<tr>
<td>□ Waiver of Subrogation in favor of City</td>
<td>□ Longshore &amp; Harbor Workers Jones Act</td>
</tr>
<tr>
<td>General Liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>□ Products/Completed Operations</td>
<td>□ Sexual Misconduct $1,000,000</td>
</tr>
<tr>
<td>□ Fire Legal Liability</td>
<td></td>
</tr>
<tr>
<td>Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)</td>
<td>$___________</td>
</tr>
<tr>
<td>Professional Liability (Errors and Omissions)</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Discovery Period 12 Months After Completion of Work or Date of Termination.</td>
<td></td>
</tr>
<tr>
<td>Property Insurance (to cover replacement cost of building - as determined by insurance company)</td>
<td>$___________</td>
</tr>
<tr>
<td>□ All Risk Coverage</td>
<td>□ Boiler and Machinery</td>
</tr>
<tr>
<td>□ Flood</td>
<td>□ Builder’s Risk</td>
</tr>
<tr>
<td>□ Earthquake</td>
<td>□</td>
</tr>
<tr>
<td>Surety Bonds – Performance and Payment (Labor and Materials) Bonds</td>
<td></td>
</tr>
<tr>
<td>□ Crime Insurance</td>
<td>$___________</td>
</tr>
</tbody>
</table>

Other: 1) In the absence of imposed Auto Liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of State of California.
### General Information

1. **Agreement/Reference** All evidence of insurance should identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the *types of coverage and minimum dollar amounts* specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to Submit** Normally, no work may begin until a CITY insurance certificate approval number (“CA number”) has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the preferred method of submitting your documents. **KwikComply** is the CITY’s online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACCORD 25 Certificate of Liability Insurance** in electronic format. KwikComply advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access KwikComply at [https://kwikcomply.org/](https://kwikcomply.org/) and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

**Contractor must provide City** a thirty (30) day notice of cancellation (ten (10) days for nonpayment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Additional Insured Endorsements **DO NOT** apply to the following:

- Indication of compliance with statute, such as Workers’ Compensation Law.
- Professional Liability insurance

Verification of approved insurance and bonds may be obtained by checking **KwikComply**, the CITY’s online insurance compliance system, at [https://kwikcomply.org/](https://kwikcomply.org/).

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through KwikComply at [https://kwikcomply.org/](https://kwikcomply.org/).

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant’s...
6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. (Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.)

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers’ Compensation and Employer’s Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers’ Compensation Insurance Requirement (http://cao.lacity.org/risk/InsuranceForms.htm). A Waiver of Subrogation on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer’s right to recover (from the CITY) any workers’ compensation paid to an injured employee of the contractor.

10. **Property** Insurance is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. Builder’s Risk/Course of Construction is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A Crime Policy may be required to handle CITY funds or securities, and under certain other conditions. Specialty coverages may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Contractor Development and Bond Assistance Program website address at http://cao.lacity.org/risk/BondAssistanceProgram.pdf or call (213) 258-3000 for more information

12. **Cyber Liability & Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a CITY contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. Contractor's policies shall cover liability for a data breach in which the CITY employees’ and/or CITY customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the CITY’s or contractor’s electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

(Rev. 05/18)
EXHIBIT C
CERTIFICATION REGARDING
NOTICE OF PROHIBITION AGAINST RETALIATION

This certification is required by the regulations implementing Living Wage Ordinance. Contractor shall post a copy of the Notice to Employees Working on City Contracts Re: Living Wage Ordinance and Prohibition Against Retaliation, which is as below, in a prominent place in an area frequented by employees.

An employer subject to the Living Wage Ordinance shall post in a prominent place in an area frequented by employees a copy of the below notice to employees regarding the LWO prohibition against retaliation (also available in English at http://bca.lacity.org/site/pdf/lwo/Notice_To_Employees_Of_Retaliation_(English).pdf and in Spanish at http://bca.lacity.org/site/pdf/lwo/Notice_To_Employees_Of_Retaliation_(Spanish).pdf). The retaliation notice must be posted by an employer even if the employer has been exempted from the LWO.

NOTICE TO EMPLOYEES
WORKING ON CITY CONTRACTS
RE: LIVING WAGE ORDINANCE AND
PROHIBITION AGAINST RETALIATION

“Section 10.37.5 Retaliation Prohibited” of the Living Wage Ordinance (LWO) provides that any employer that has a contractual relationship with the City may not discharge, reduce the pay of, or discriminate against his or her employees working under the City contract for any of the following reasons:

1. Complaining to the City if your employer is not complying with the Ordinance.
2. Opposing any practice prohibited by the Ordinance.
3. Participating in proceedings related to the Ordinance, such as serving as a witness and testifying in a hearing.
4. Seeking to enforce your rights under this Ordinance by any lawful means.
5. Asserting your rights under the Ordinance.

Also, you may not be fired, lose pay or be discriminated against for asking your employer questions about the Living Wage Ordinance, or asking the City about whether your employer is doing what is required under the LWO. If you are fired, lose pay, or discriminated against, you have the right to file a complaint with the City’s Equal Employment Opportunity Enforcement Section, as well as file a claim in court.

For more information, or to obtain a complaint form, please call the Equal Employment Opportunity Enforcement Section at (213) 847-2625.

CITY OF LOS ANGELES
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway Street, Suite 300
Los Angeles, CA 90015
Phone: (213) 847-2625 — Fax: (213) 847-2777

AGREEMENT NUMBER: ________________________________
Center for the Pacific-Asian Family, Incorporated
CONTRACTOR/BORROWER/AGENCY

Debra Suh, Executive Director
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

____________________________
SIGNATURE

____________________________
DATE

Feb 8, 2023

Exhibit C Page 1 of 1
The Survivors First Homelessness Prevention Program shall serve 22 families over a 12-month period. Contractor shall provide financial assistance associated with finding and keeping permanent housing. This can include payment of rental arrears, deposit, rent, and also ancillary costs necessary to obtain or keep housing for families.

A. TARGET POPULATION:

Very low-income families fleeing gender-based violence (i.e. survivors of domestic violence and human trafficking). Emphasis shall be placed on serving families with children under 18 years of age, and those with significant housing barriers including but not limited to: those with credit challenges as a result of financial abuse by an intimate partner, un or under-employed adults, etc.

1. The program shall follow the Housing First model that is designed to work with survivors at all need levels:
   a. Light Touch (1-time emergency financial assistance)
   b. Medium Touch (1-3 month emergency financial assistance)
   c. High Touch (3-6 month emergency financial assistance)

2. The key components of the Survivors First Homelessness Prevention Program shall include:
   a. Survivor-driven, trauma-informed mobile advocacy;
   b. Emergency financial assistance;
   c. Community/ landlord engagement; and
   d. Financial Coaching.

3. Program Services

Contractor shall provide services designed to obtain permanent housing or prevent the loss of permanent housing for Domestic Violence and Human Trafficking (DV/HT) survivors, including comprehensive budget planning, case management, food, clothing, and any other services deemed necessary from case planning.

4. Contractor shall provide:
   a. Intake documents that include non-duplication of benefits certification; and self-certification provided by CIFD.
   b. Individualized case plans that reflect safety as defined by survivor;
   c. Low barrier access:
      1) Cross referral to agencies closest to survivor’s preferred area
      2) No "screening out" (practices designed to limit survivor’s eligibility)
      3) DV/HT Survivor (no specific timeframe for last DV/HT incident)
   d. Contractor shall provide DV/HT survivors with in-depth briefings on available resources and corresponding informational materials, including emergency numbers, legal services, shelter information, language-specific support groups, and education about domestic violence victim assistance programs.
   e. Contractor shall provide services for DV/HT victims with disabilities or access and functional needs.
f. Contractor shall provide referrals to services requested by the client that the Contractor does not provide.

g. Contractor shall conduct an exit survey to identify:
   1) Whether the survivors was able to stay housed after assistance ended
   2) Whether the survivor was employed while receiving assistance
   3) Whether income increased or maintained while receiving services

B. CLIENT SERVICES

1. Contractor shall conduct an initial needs assessment during the first meeting with the survivor.

2. Contractor shall provide case management services to survivors while enrolled in the program, including overseeing a survivors’ case, developing a safety plan, and delivering or referring the survivor to services identified in an initial needs' assessment.

3. Contractor shall compile a case file for each survivor which includes, at a minimum, an intake document; client self-certification; initial needs assessment, comprehensive and complete documentation of services provided, a safety plan, progress notes and a termination of services summary;

4. Contractor shall guide DV/HT survivors through social service and legal systems, including:
   a. Securing temporary restraining orders, emergency protective orders, or other orders; and
   b. Advocating on behalf of a consenting victim;

5. Contractor shall provide survivors with resources/ referrals including the following:
   a. Mental health resources;
   b. Referrals to other social services available to DV/HT victims, offered by the Contractor or other local agencies.

6. In an effort to reduce re-traumatization, Contractor shall strive for continuity of case management. Once a survivor is connected to an Advocate, that same Advocate shall assist the victim until the case is formally terminated.

7. Follow up with survivors, with their permission (3 months after exit)

8. Outreach
   a. Contractor shall advocate for victims of DV/HT by building upon existing relationships with landlords and housing providers
   b. Contractor shall provide specific community engagement for diverse and vulnerable populations such as:
      1. Immigrant communities
      2. LGBTQ+ communities
      3. Diverse religious communities
      4. Socioeconomically disadvantaged populations
      5. Non-English speaking, or English as a second language (ESL) communities
      6. Individuals with disabilities and/or others with access or functional needs
      7. Aging population

C. PERSONNEL RESPONSIBILITIES

1. Personnel
a. Contractor personnel shall be proficient in the foreign languages most commonly spoken within the agency’s community; or have telephone access to a language line for translation services;

b. Contractor shall employ a housing navigator to assist clients with needs related to their permanent housing goals identified in their initial assessment;

c. Any personnel, including volunteers, directly involved with DV/HT survivors must show proof of completing a forty (40) hour State mandated DV specified under California Evidence Code Section 1037.1 or the “Human Trafficking counselor” forty (40) hour State mandate HT training pursuant to California Evidence Code Section 1038.2.

2. Training

a. Contractor shall provide written training materials to all new employees and volunteers, including protocols and procedures, to ensure safety and promote continuity in the quality-of-service provision.

b. CIFD reserves the right at any time to require additional trainings for Contractor that inform best practices of service provision and strengthen victim advocacy.

c. Contractor shall ensure that Advocates maintain a neat, clean, and professional appearance at all times.

D. PERFORMANCE MEASURES

CIFD has established two measures for the success of the incorporation of the Family Homeless Challenge Grant into Survivors First (SF), which requires the achievement of two primary outcomes as follows:

1. Reduce housing instability - as measured by mediation and/or landlord dispute resolution services, referral to public assistance benefits and/or community resources, and limited financial assistance,

2. Increase financial stability – as measured by the ability to save, establish good credit or improve credit, and decrease debt.

<table>
<thead>
<tr>
<th>Performance Measures &amp; Goals</th>
<th>Annual Performance Levels</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total minimum # of unduplicated households to be served</td>
<td>22 families</td>
</tr>
<tr>
<td>Increase financial stability</td>
<td>At least one of the following goals are achieved:</td>
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<tr>
<td></td>
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<tr>
<td></td>
<td>• Improved credit score</td>
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<tr>
<td></td>
<td>• Decreased total consumer debt by 10%</td>
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<tr>
<td></td>
<td>• Increase Savings</td>
</tr>
<tr>
<td></td>
<td>• Open savings, checking account, 529 College Savings Plan, or IRA</td>
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